# CORRUGATED CONTAINERS AND MAILING BOARDS UNITED STATES GOVERNMENT PRINTING OFFICE PAPER PROCUREMENT SECTION Washington, DC 20401 August 1, 2000

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CONTRACTOR _			
ADDRESS			

SPECIFICATIONS FOR FURNISHING CORRUGATED CONTAINERS AND MAILING BOARDS FOR THE U. S. GOVERNMENT PRINTING OFFICE FOR THE TERM OF SIX-MONTHS BEGINNING OCTOBER 1, 2000, AND ENDING MARCH 31, 2001.

IN ORDER TO BE CONSIDERED FOR AWARD, BIDDERS MUST SIGN AND RETURN, ALONG WITH THEIR BID, THE ENCLOSED BID AND ACCEPTANCE FORM. SEE PAGE 35.

Your attention is directed to the Minimum Content Standards, which applies to this solicitation as mandated by the Paper Products Recovered Materials Advisory Notice (Paper RMAN) published June 8, 1998 (63 FR 31217) under authority of sections 2002(a) and 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6912(a) and 6962, and Executive Order 13101 "Greening The Government Through Waste Prevention, Recycling, and Federal Acquisition" issued September 14, 1998. There is established herein, the additional requirement that the products provided in response to this solicitation must have a minimum postconsumer fiber content of 35 percent for all Corrugated Containers and Mailing Boards. Each bidder, when entering their price in the Proposal, must state alongside their price entry, the percentage of postconsumer fiber the product they propose to furnish will contain. Bids which do not state the percentage of postconsumer fiber content along with the bid price will be considered nonresponsive. Each bidder, by signing the Bid and Acceptance Form, also certifies to the percentage of postconsumer fiber as defined in this solicitation and in the Paper RMAN to be used in the manufacture of each item (LOT) for which a quote is submitted. The Government reserves the right to require proof of such certification prior to the first delivery of each order and thereafter as may be otherwise provided for under the provisions of the contract.

In accordance with the 40 CFR 247, the contractor shall maintain records, for purposes of Government audit, that will verify (i) the contractor's certification of the minimum postconsumer fiber content used in performance of the contract, (ii) that the Corrugated Containers and Mailing Boards are in compliance with the specifications requirements, and (iii) the Corrugated Containers and Mailing Boards are manufactured in accordance with the minimum content standard stated in this solicitation whether the materials are manufactured by the contractor or another manufacturer. The contractor, if not the manufacturer, shall obtain this information from the manufacturer. The contractor shall maintain, and make available to the Government, these documents for one year after the expiration of the contract.

Postconsumer fiber means: (i) Paper, paperboard, and fibrous waste from retail stores, office buildings, homes, and so forth, after they have passed through their end usage as a consumer item, including: Used corrugated boxes, old newspapers, old magazines, mixed wastepaper, tabulating cards, and used cordage, and (ii) All paper, paperboard, and fibrous waste that enter and are collected from municipal solid waste.

# **NOTICE TO BIDDERS**

Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity and Price or Fee Adjustment for Illegal or Improper Activity - These clauses are located on Page 34.

New GPO Warehouse - The GPO Springbelt Warehouse in Springfield, Virginia, will be closed effective July 31, 2000. The new warehouse is Laurel Complex - MMS, 8660 Cherry Lane, Door 6, Laurel, MD 20707. The receiving hours are 7:00 A.M. - 3:30 P.M. The telephone number is 30I-498-0526. Call this number for destination instructions. However, the Washington Warehouse No. 4, located at First and G St., NE, Washington, DC 20401, is still open.

<u>Contracting Officer</u> - The Contracting Officer for this contract is Frances Clark, Paper Procurement Section, Paper & Specialized Procurement & Sales Division, Materials Management Service. She can be reached on (202) 512-2022, fax number (202) 512-1481, E-Mail: <a href="mailto:fclark@gpo.gov">fclark@gpo.gov</a>, or mailing address: U.S. Government Printing Office, Paper Procurement Section, Room A344, Mail Stop: MMPP, Washington, DC 20401.

Contracting Officer's Technical Representative (COTR) Designation. - Ms. Sylvia Subt, Chief, Paper and Physical Testing Division, Quality Control and Technical Department, has been designated the Contracting Officer's Technical Representative (COTR) for the Corrugated Containers and Mailing Boards Contracts. She can be reached on Telephone Number: (202) 512-0782, Fax Number: 202-512-0015, E-Mail: ssubt@gpo.gov, or mailing address: U.S. Government Printing Office, Chief, Paper and Physical Testing Division, Quality Control and Technical Department, Room B502, STOP: QC, Washington, DC 20401. The COTR is authorized to oversee the Contractor's technical efforts to assure that they are in strict accordance with the terms and conditions of the contract. The COTR will also be the primary interface between the Contractor and the Contracting Officer on matters pertaining to the Contractor's technical efforts. The COTR has the authority to act on all technical matters except contract modifications (change orders), disputes, or termination of the contract, which remains the sole responsibility of the Contracting Officer.

NOTES: GPO intends to strictly enforce the requirements of Paragraph 24, Sampling and Testing of Deliveries, and charge the contractor \$250.00 for each shipment/delivery not in compliance. NO WARNINGS WILL BE GIVEN.

A statement of the postconsumer fiber content of each shipment is MANDATORY and shall be included with each set of samples.

Quote Price (Cents) Per Each Container and/or Mailing Board.

NOTICE:

ALL CONDITIONS AND STIPULATIONS OF THE <u>GPO CONTRACT TERMS</u>, (GPO PUBLICATION 310.2, EFFECTIVE DECEMBER 1, 1987 (Rev. 5-99)

ENCLOSED, INSOFAR AS THEY DO NOT CONFLICT WITH THE

REQUIREMENTS OF THIS ADVERTISEMENT, ARE MADE A PART OF THIS INVITATION TO BID AND ANY CONTRACT AWARDED AS A RESULT OF THIS

ADVERTISEMENT.

You may view this publication on the Internet by accessing:

"http://www.access.gpo.gov/procurement/cterms/ct\_title.html"

# **INSTRUCTIONS**

### **PROPOSAL**

- 1. <u>IMPORTANT NOTICE TO BIDDERS</u>: Prospective bidders are cautioned to thoroughly acquaint themselves with the Government requirements as set forth herein <u>BEFORE</u> submitting a quotation. Failure to do so will not constitute the basis of a claim for relief from contractual obligations after bids have been opened and contracts have been awarded. For information pertaining to this solicitation, call the Contracting Officer on (202) 512-2022.
- 2. OPENING OF BIDS: Sealed Proposals will be received at this office until 10:00 A.M. prevailing Washington, DC, time, September 1, 2000, for furnishing corrugated containers and mailing boards for the U.S. Government Printing Office (GPO) for the term of six-months beginning October 1, 2000. Bidders or their representatives may be present. Bids should be submitted so that they will be received in the office designated in the solicitation not later than the exact time set for opening of bids. No consideration will be given to any proposal received at a later hour or day than herein fixed, unless: It was sent either by registered or certified mail not later than 5 calendar days prior to the date specified for receipt of bids and has a U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eve "postmark" on both the receipt and the envelope or wrapper.) If it is then determined that the lateness as due solely to a delay in the mails based on evidence obtained pursuant thereto, and for which the bidder was not responsible; or it was received at GPO in sufficient time set for opening and except for delay due to mishandling by personnel of the GPO, would have been received on time, the bid will be considered. The only evidence acceptable to establish timely receipt in the GPO is that which can be established upon examination of an appropriate date or time stamp, or of other documentary evidence of receipt in the GPO.
- 3. <u>MISTAKE IN BID</u>: If a bidder alleges a mistake in bid, they shall make a written request to withdraw or modify the bid. The request must be supported by statements (notarized statements, if possible) and shall include all pertinent evidence such as the bidder's file copy of the bid, the original worksheets and other data used in preparing the bid, subcontractors' quotations, if any, published price lists, and other evidence that establishes the existence of the error, the manner in which it occurred, and the bid actually intended.
- 4. <u>COMPLY WITH SPECIFICATIONS</u>: No proposal will be considered which does not conform exactly with the schedule, is not complete within itself and is not based on the specifications. Proposals based on samples submitted by bidders will not be considered, except as indicated under individual lot numbers.
- 5. <u>CONDITIONAL BIDS</u>: Conditional bids are those which take exception to the specifications and requirements indicated herein. Such bids shall be considered nonresponsive.

6. MILL LETTERS: Each bidder must submit a separate mill letter at or before the time set for opening of bids containing the complete names and addresses, including zip codes, of the manufacturer of the various lots of containers. No change shall be made in the name or location of the manufacturer without prior approval by the GPO. However, in the event a bidder inadvertently fails to submit a mill letter with the bid, an additional 72 hours after the time set for opening of bids may be granted. Mill letters must contain accurate and complete information to be considered responsive to the invitation for bids. If a bidder specifies more than one mill for a given lot, in the event, of equal low bids, the bidder will not be eligible for consideration of award as a small business concern or certified-eligible, persistent to substantial labor surplus area concern unless each mill specified meets the requirements for such a determination; otherwise, award will be resolved by the drawing of lots. Both the bidder and the manufacturer must meet the Small Business Administration's requirements to qualify as small business. The penalty for making false statements in bids is prescribed in 18 United States Code 1001.

## **CONTRACT**

- 7. AWARD OF CONTRACTS: The contracts that will be awarded as a result of this invitation are to cover the needs of the GPO which may arise during the contract period. Awards of contracts will be made by the Contracting Officer to the lowest and best bidders for the interest of the Government whose bids are in conformity with the requirements of the Proposal. Discounts will be allowed for payment as follows: Prompt payment discounts for payments less than 20 calendar days will not be considered in evaluating bids for award. In connection with any discount offered, time will be computed either from date of delivery of the material or the date of receipt by GPO of a correct and proper invoice whichever may be later. Payment is deemed to be made for the purpose of earning the discount on the date indicated on the Government check. The Contracting Officer reserves the right to waive informalities in bids, to reject any or all bids, to accept any bid in part and reject the other part, if, in his opinion, such action would be in the best interest of the Government.
- 8. <u>NOTICE OF AWARDS</u>: The successful bidders will be notified of awards made in their favor. Such notice is not an order and does not constitute authority for making shipments, but will contain instructions in regard to individual orders that will be placed on the basis of these awards.
- 9. <u>PROTESTS:</u> Protests must be in writing and addressed to the Chief, Paper Procurement Section, U.S. Government Printing Office, North Capitol & H Streets, NW, Room A-344, Mail Stop: MMPP, Washington, DC 20401.
  - a. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening shall be filed prior to bid opening.
  - b. Protests other than those covered by (a) above shall be filed not later than 10 calendar days after the basis of protest is known or should have been known (whichever is earlier).
- 10. <u>DEFAULT OF CONTRACTOR</u>: If a contractor fails to deliver the corrugated containers and mailing boards within the time specified, or comply with the terms and conditions of the contract, the Government has the right to terminate the contract for default. A new contract will be entered into with the lowest, best, and most responsible bidder for the best interest of the Government among those whose proposals were rejected at the last bid opening or the contracting officer shall advertise for new proposals.

#### **ORDERS**

- 11. QUANTITY ORDERED: The schedule specifies estimated quantities for each lot that will be required during the contract period. The contractor must furnish the quantity which will be ordered whether more or less than is named in the schedule; but orders will not be placed for any one lot in excess of 25 percent over the quantity awarded any one contractor. An additional 40 percent of the estimated quantity may be ordered by the Government, with consent of the contractor. Orders will be required in such quantities as to enable the contractor to make shipments in carload or truckload lots whenever possible.
- 12. QUANTITY DELIVERED: Unless otherwise stipulated on the order, all orders may be delivered plus or minus 10 percent. Over-or-under deliveries shall not exceed the tolerance specified. Payment will not be made for, nor will the Government be responsible for, the return of any quantity delivered in excess of the tolerance specified, except as hereinafter provided: The Government shall have the option to retain possession of any such over-delivery or portion thereof. The contractor shall request in writing the return of the over-delivery and shall cause its removal within 20 calendar days after receipt by the GPO. Any cost to the Government occurred by the return of any over-delivery will be charged to the contractor.
- 13. <u>MINIMUM ORDER</u>: Minimum order quantities have been stated on individual lots throughout the schedule. Contractors will not be required to manufacture and ship in quantities less than those stated. However, should the GPO require a lesser quantity than that stated, acceptance shall be at the option of the contractor.

#### GENERAL REQUIREMENT

- 14. <u>SIZE</u>: While definite sizes are herein specified, bidders must quote with the understanding that no extra charge will be allowed for any slight variation in the dimensions given either larger or smaller, as may be required by the Government to meet the actual requirements of the work.
- 15. <u>CONSTRUCTION:</u> Containers are to be made in accordance with ASTM specification D5118. Containers must be delivered with I.C.C. certificate, but without any other imprint or advertisement, unless otherwise noted under the individual lot numbers.

#### **PACKING**

16. PALLETIZING: The containers and/or mailing boards must be shipped on four-way entry pallets conforming to ASME MH1a, part 9 dated 1993, Type III, Four-way (Partial) Flush Pallet, except when a knocked-down container exceeds 102 x 122 cm (40 x 48 inches). Lot GP 555 must be shipped on four-way entry pallets 102 x 203 cm (40 x 80 inches). See drawing No. B-1482-G marked as Figure 7. Pallets must be securely banded with 19 by 0.58 mm (3/4 by 0.023 inches) steel strapping or plastic strapping with at least 4 bands per pallet. Loaded pallets must not exceed 122 cm (48 inches) in height. Corrugated containers must be in knock-down form carefully tied in unwrapped bundles of 25 each. The mailing boards also must be tied in unwrapped bundles of 25. Containers shipped to GPO by motor freight shall be loaded with sufficient clearance to enable removal by fork truck without unstacking.

Each pallet of containers and/or mailing boards must show the GPO order number, property number, and quantity per pallet. Pallets shall be numbered in consecutive numerical sequence beginning with "1" (one) for each Purchase Order.

**NOTE**: THE PROPERTY NUMBER MARKED ON THE PALLETS MUST BE AT LEAST 51 mm (2 INCHES) HIGH.

17. <u>LABELS AND SHIPPING MEMORANDUMS</u>: All pallets must be distinctly and accurately marked with labels to show quantity, color, size, gross, tare and net weights, order, lot, and property numbers, and name of contractor. All labels are to be provided by the contractor. Labels are to be pasted on the end and left side of pallets. Entries on labels shall be in uniform figures 16 mm (5/8 inch) high with the exception of the property number which will be at least 51 mm (2 inches) high. All entries must be either printed, stenciled and/or stamped. All label markings shall be waterproof and fadeproof and shall be in accordance with instructions outlined in the foregoing paragraph. Pallets shall be numbered in consecutive numerical order with no more than a four (4) digit number starting with "1" for each purchase order. An original only of the shipping document must be made out in detail and signed for each shipment on each order and furnished by the manufacturer along with each shipment.

On shipments made to destinations other than the GPO Warehouses, Washington, DC, or Laurel, MD, the shipping memorandum shall be made out in triplicate. The original shall be mailed directly to the Chief, Administrative Operations, North Capitol & H Streets, NW, Mail Stop: MMSA, Washington, DC 20401. The duplicate and triplicate copies shall be mailed to the consignee on or before the date of shipment. Failure to comply with these instructions will result in delay in payment and the imposition of any charges which might be incurred by the delay of the contractor in furnishing such shipping memorandum.

The following pertinent information must be included on the manufacturer's shipping document: Purchase order number, property number, lot number, pallet numbers, gross, tare and net weights, description, color, size, and quantity. The shipping document must accompany all shipments made to the GPO Warehouses, Washington, DC, or Laurel, MD. However, the requirement for mailing shipping documents to the Chief, Administrative Operations on shipments made to the GPO Warehouses is no longer necessary.

18. NOTICE OF SHIPMENTS: On or before the date shipment is to be made, regardless of destination on order, the contractor **must** telephone (301) 498-0526, and furnish truck number, GPO order number, and full routing information. Immediately upon receipt of this information, the GPO will issue final instructions as to destination of shipment. At that time, truck and/or piggy-back shipments will be scheduled for an appointment for delivery at the designated warehouse. Whenever needs of the office require it, the contractor shall make shipment by such routing as directed by the GPO. If directed routing results in added freight costs through no fault of the contractor, he will be reimbursed for the difference.

- 19. F.O.B. U.S. GOVERNMENT PRINTING OFFICE WAREHOUSES: All containers and/or mailing boards must be delivered F.O.B. GPO, Laurel Complex MMS, 8660 Cherry Lane, Door 6, Laurel, MD, 20707 between 7:00 A.M. and 3:30 P.M., or Washington Warehouse #4, First & G Streets, NE, Washington, DC, 20401, between 8:30 A.M. and 2:30 P.M., in good order, free from all and every charge or expense and subject to the inspection, count, weight, measurement, and tests of the GPO. Should it become necessary to divert any containers and/or mailing boards herein specified to a destination other than the GPO Warehouses, Laurel, MD, or Washington, DC, the Contracting Officer reserves the right to order such diversion. In all such instances, the actual cost of shipment to the final destination will be ascertained and adjustment of the difference in payment will be made accordingly. This adjustment will be made only if the contractor has complied with the "Notice of Shipment" provisions.
- 20. <u>TIME OF SHIPMENT</u>: Satisfactory shipment for semiannual contracts shall be made in 30 calendar days, on the date or dates specified on the purchase order, with a 5-day plus or minus allowed, unless otherwise stated. In the event that the contractor accepts an order specifying delivery in less than 30 calendar days, delivery must be made on or before the date of the order, and the 5 days plus or minus will not apply; however, in most instances the Government will accept delivery any time prior to the date specified. If the contractor therefore does not agree immediately to the specified delivery conditions, the Contracting Officer may purchase in the open market the necessary containers and/or mailing boards to meet such emergency. Such purchases shall be in addition to and notwithstanding any contract for similar items. The contractor will be considered delinquent if shipment is not made as specified. If shipment is made later than the specified dates, the contractor will be notified immediately of the nonconformance, and any additional cost exceeding \$100.00 incurred by the Government as a result thereof shall be charged to the contractor.

#### **PAYMENT**

- 21. PAYMENT ON PURCHASE ORDERS: Invoices are to be submitted by the contractor and sent to the U.S. Government Printing Office, Comptroller, General Exam & Support Section Service, Mail Stop: FMCS, Washington, DC, 20401. Regardless of how the invoices are submitted, they must be legible and reproducible. Invoices with illegible and/or nonreproducible documents will be returned to the contractor and will delay payment of the invoice. A vendor has a choice of submitting the Form 1034 or an invoice with all pertinent information. Original invoice (no copies required) with purchase order number, request number, quantity and amount is all that is necessary for the vendor to get paid. NOTE: All receipts, including postal and small parcel carrier receipts, must show the GPO order numbers and the quantity of items shipped.
- 22. <u>ELECTRONIC FUNDS TRANSFER</u>: The GPO now offers electronic funds transfer (EFT) to our container merchants. This means that, in lieu of receiving a check in payment for container products provided to the GPO, your company's payment would be sent to your financial institution via direct deposit/electronic funds transfer and automatically credited to your account on the payment date. In order for your company to identify the payment, GPO will include your invoice number, as well as our purchase order number, and a payment code in the "addenda" record which will accompany the electronic payment to your financial institution. If you want to use EFT, you should complete Form SF 3881 Payment Information Form. If you have any questions concerning EFT, contact Mr. Leo Clow on (202) 512-0864 or call 1-800-BILLGPO.

## **INSPECTION AND TEST**

- 23. <u>MINIMUM CONTENT STANDARD</u>: All lot numbers shall have a minimum content standard of 35 percent postconsumer (PC) fiber. See Exhibit A, page 18, for the calculation of postconsumer fiber content of the containers when one of the components, linerboard or fluted medium, is less than 35 percent postconsumer fiber.
- 24. <u>USE OF METRIC UNITS</u>: OMNIBUS TRADE COMPETITIVE ACT: The Omnibus Trade and Competitive Act of 1988 (Public Law 100-418, section 5164) designates the metric system of measurement as the preferred system of weights and measures for the United States Trade and Commerce. Consequently, the unit of measurement in this specification for Corrugated Containers and Mailing Boards will contain both metric and inch/pound units with metric appearing as the prominent measurement unit. In using dual dimensions, metric will appear as the prominent measurement unit with the equivalent inch/pound dimension stated in parentheses as follows: 216 x 279 mm (8-1/2 x 11 inches). The practice of dual dimensioning will continue until such time it is considered practical to eliminate the inch/pound equivalent.

All testing and measurements are made against the primary requirements, whether in g/m², kN/m, kPa, mm, etc. The equivalent values are provided for informational purposes only.

- 25. <u>SAMPLING AND TESTING OF DELIVERIES</u>: Testing of samples at a facility other than the manufacturer's, must be approved by the GPO.
  - a. QC SAMPLES.--- For each manufacturing run of a purchase order valued over \$500, the manufacturer shall submit to the GPO, 3 sets of outturn samples consisting of 2 cartons per set. The outturn samples shall consist of not less than 6 cartons, and for mailing boards, at least ten (10) pieces cut 216 x 279 mm 8-1/2 x11 inches). The outturn samples shall be marked and represent the beginning. middle and end of each manufacturing run. (A manufacturing run is defined as the continuous production of an item using the same lot of raw materials and equipment.) Sampling shall be conducted in accordance with the current edition of TAPPI T-400. Sampling and accepting a single lot of paperboard, container, or related product. A covering document shall be prepared to accompany the samples giving (a) the GPO order number, (b) the manufacturing run number, (c) the truck number(s) used to ship the cartons to GPO, (d) the date of shipment, (e) the description of the carton including the GPO lot number, (f) a statement certifying that the sampling was conducted in accordance with TAPPI T-400, (g) the postconsumer recovered fiber content of the product, and (h) the test data obtained at regular intervals throughout the manufacturing run or for each manufacturing hour as appropriate. Certification of postconsumer (PC) fiber content of the containerboard should be obtained from the manufacturer(s) of the linerboard and corrugating medium. This document shall be signed by the manufacturer's official responsible for sampling, quality control and quality assurance. If any component is below the minimum content standard, calculations which take into account the PC fiber content of each component shall be provided to demonstrate that the final product meets the minimum recycled fiber requirement. (A sample calculation is included in Exhibit A.) The samples and test data with covering document shall accompany the shipment and be clearly marked as "QC SAMPLES." If the GPO must statistically sample the delivery, the contractor will be charged for this service at the rate of \$250.00 for each shipment of cartons received at GPO or another designated government warehouse.

b. PAYMENT. -- Delay or failure to provide the correct samples and information requested in subparagraph a, items (a), (b), (f), (g), and (h) which have been certified (signed) by a QC/QA official will result in delay of payment and/or assessment of a \$250.00 service charge.

#### 26. REJECTION:

a. The contractor will be notified in writing of the determination of the Contracting Officer to reject the nonconforming containers and/or mailing boards. The decision of the Contracting Officer shall be final and conclusive unless within 10 days from the date of receipt of said decision the contractor mails or otherwise furnishes to the Contracting Officer a written request for retesting of the allegedly deficient containers and/or mailing boards. Such request must include specific rationale for the dispute along with supporting documentation such as the manufacturing test data for each item in question. In the event of such request, the GPO will conduct a new test for the delivery in question. At the option of the Government, the new test will be made on representative samples obtained by sampling the shipment or on samples resubmitted by the manufacturer.

# b. If a requested retest:

- (1) confirms the original test results for containers and/or mailing boards which have been rejected, the containers and/or mailing boards in question must be removed in accordance with the provisions of Paragraph 27.
- (2) does not confirm the original test results for the containers and/or mailing boards which have been rejected, a new determination will be made as to whether the containers and/or mailing boards will be accepted, or rejected. In such event, all Government test results on the containers and/or mailing boards and those of the manufacturer will be considered in making this new determination.
- 27. REMOVAL OF REJECTED CONTAINERS AND/OR MAILING BOARDS: The Contracting Officer reserves the right to reject all or any portion of consignments which are not in accordance with the specifications or equal to the approved sample. Items rejected must be removed from the U.S. Government Printing Office by the contractor at his expense within 20 calendar days after receipt of notice of rejection. The contractor must provide the GPO Paper Procurement Section with disposition instructions and call the designated Warehouse listed on the bottom of the Notice of Non-Conformance (NONC) to specifications prior to removal of rejected containers and/or mailing boards. A handling charge of five cents per bundle will be charged the contractor for loading rejected containers and/or mailing boards on freight cars or trucks. Should the contractor fail to furnish shipping instructions for any rejected containers and/or mailing boards within the time specified, the Contracting Officer shall charge the contractor's account for storage charges at a rate of \$2.00 per month or fraction thereof for each skid or pallet of 40 bundles of containers and/or mailing boards. The Contracting Officer reserves the right to return any rejected containers and/or mailing boards collect to the point of origin which have not been removed as specified above.
- 28. <u>CHARGES FOR RETEST</u>: The contractor shall reimburse the Government in the sum of \$250 for each retest requested in accordance with the provisions of this clause which confirms that the containers and/or mailing boards delivered fail to conform to the specifications.

- 29. REPLACEMENT OF REJECTED CONTAINERS AND/OR MAILING BOARDS:
  Rejected corrugated containers and/or mailing boards must be replaced by delivery within 14 calendar days after receipt of notice of rejection unless otherwise authorized by the Contracting Officer. The contractor must identify replacement shipment as such on pallet or labels and all shipping documents. Any additional cost incurred by the Government due to delay in making replacement will be charged to the contractor's account.
- 30. <u>LATENT DEFECTS</u>: Corrugated containers and/or mailing boards in which latent defects are discovered after acceptance will be rejected. However, if production schedules require that part of the shipment be used, payment will be made at such discount as will protect the interest of the GPO. Failure of the Government to notify the contractor of an acceptance at a discount or a rejection within 90 days after receipt of the shipment shall be deemed final acceptance by the Government.
- 31. <u>DEDUCTION IN PAYMENT</u>: The contractor will be notified in writing of any loss incurred by the Government resulting from nondelivery, or any cost for labor or time consumed on account of the delivery of deficient or defective containers and/or mailing boards, and all items of waste incident thereto; and a deduction for such loss shall be made from his account. No deduction will be made unless the estimated loss to the Government exceeds \$100.

### **TESTING STANDARDS**

32. GENERAL INFORMATION: The following methods are required to be used in measuring the characteristics of paperboard included in this solicitation. Alphanumeric citations of methods refer to the methods of the Technical Association of the Pulp and Paper Industry, unless otherwise indicated. Testing laboratories are advised to provide themselves with current editions of all methods. Methods of the Technical Association of the Pulp and Paper Industry can be obtained from TAPPI, P.O. Box 105113, Atlanta, GA 30338, telephone 800-332-8686, (www.tappi.org). Methods of the American Society for Testing and Materials (ASTM) can be obtained from the Society, 100 Bar Harbor Drive, West Conshohocken, PA 19428-2959, telephone 610-832-9585, (www.astm.org). Sources of other methods are given in the text. The American Society of Mechanical Engineers (ASME) standard MH1a can be obtained from the ASME, telephone 800-843-2763 (www.asmeny.org).

All supplies shall be subject to inspection and test by the Government to the extent practicable and at all times and places including the period of manufacture, and in any event, prior to acceptance.

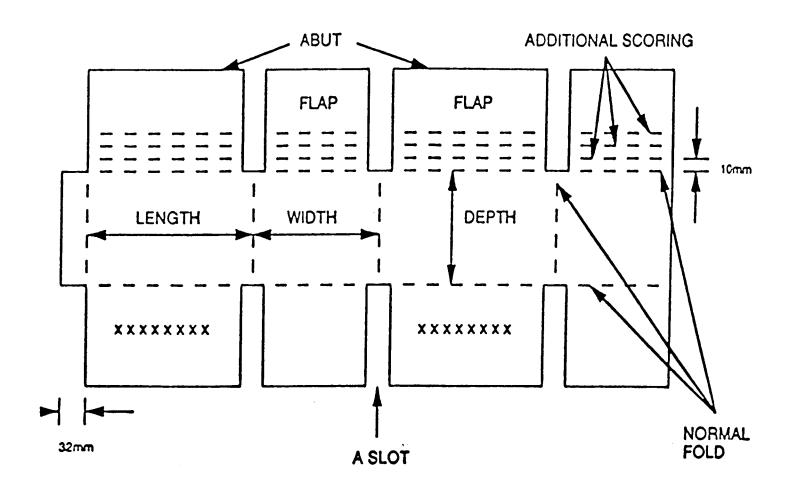
Testing is conducted using the following standards:

Bursting Strength: Use method T-810.

**Construction**: Use method T-827 or T-829, as applicable.

**Thickness**: Use method T-411.

FIGURE 1: Corrugated Container (3 additional scorings) (Lots GP 507 to 511d, inclusive)

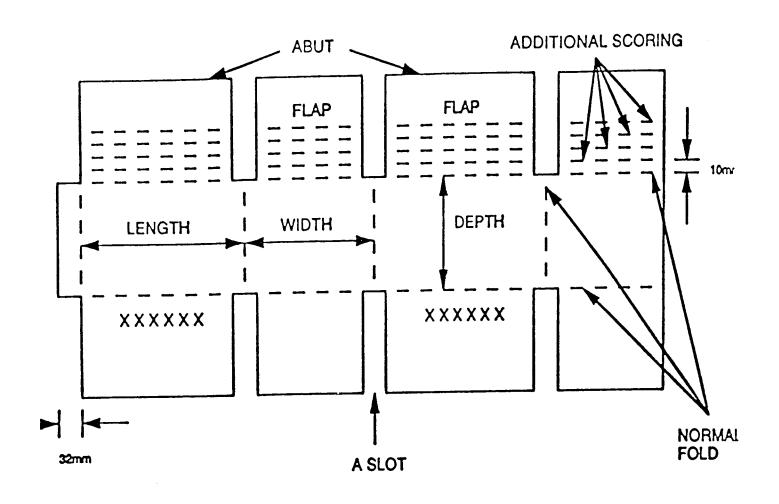


 $x \times x \times x = printing on one outside, lengthwise flap$ 

NOTE: NOT DRAWN TO SCALE.

See each lot number and carton specification for specific details.

FIGURE 2: Corrugated Container (4 additional scorings) (Lots GP 520 to 524 and 533 to 536, inclusive)

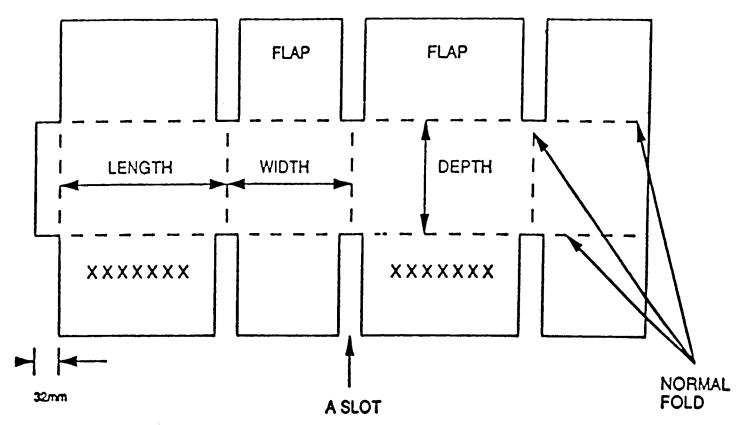


 $x \times x \times x = printing on one outside, lengthwise flap$ 

NOTE: NOT DRAWN TO SCALE.

See each lot number and carton specification for specific details.

FIGURE 3: Corrugated Container (no additional scoring) (Lots GP 516 to 519b, inclusive)



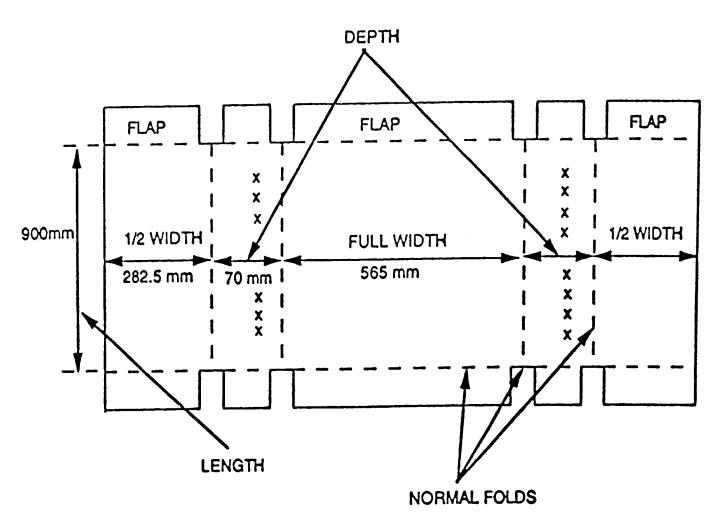
(Lot 517 must be 10 mm wide)

x x x x x x = printing on one outside, lengthwise flap, except for Lots GP516 and 517 which have special printing requirements

NOTE: NOT DRAWN TO SCALE.

See each lot number and carton specification for specific details.

FIGURE 4: Shipping Container with Pads (Lot GP 527)

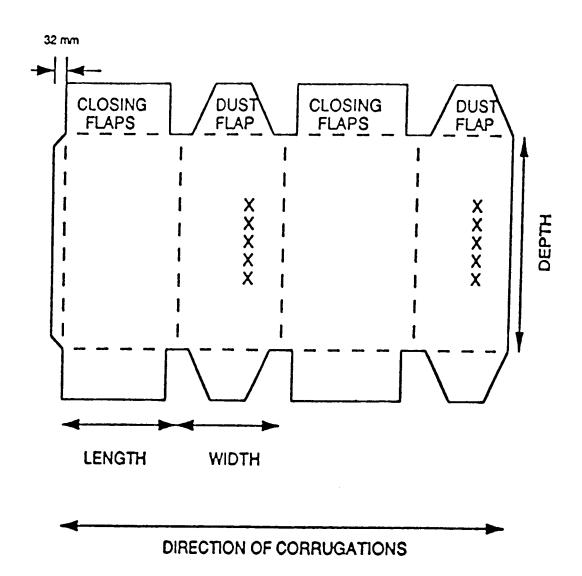


xxxxxx = printing

NOTE: NOT DRAWN TO SCALE.

See lot number for specific details.

FIGURE 5: End Loading Corrugated Container, die cut with reverse corrugation (Lot GP 542)

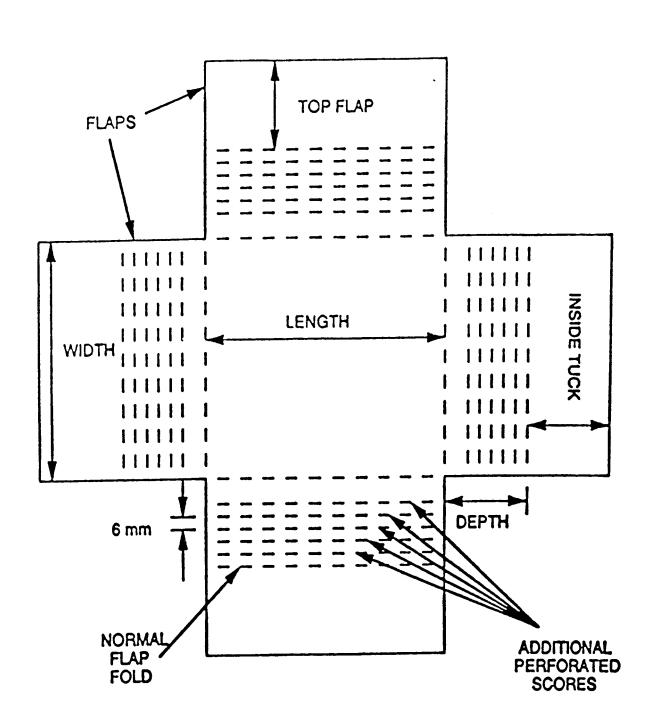


XXXXX = printing

NOTE: NOT DRAWN TO SCALE.

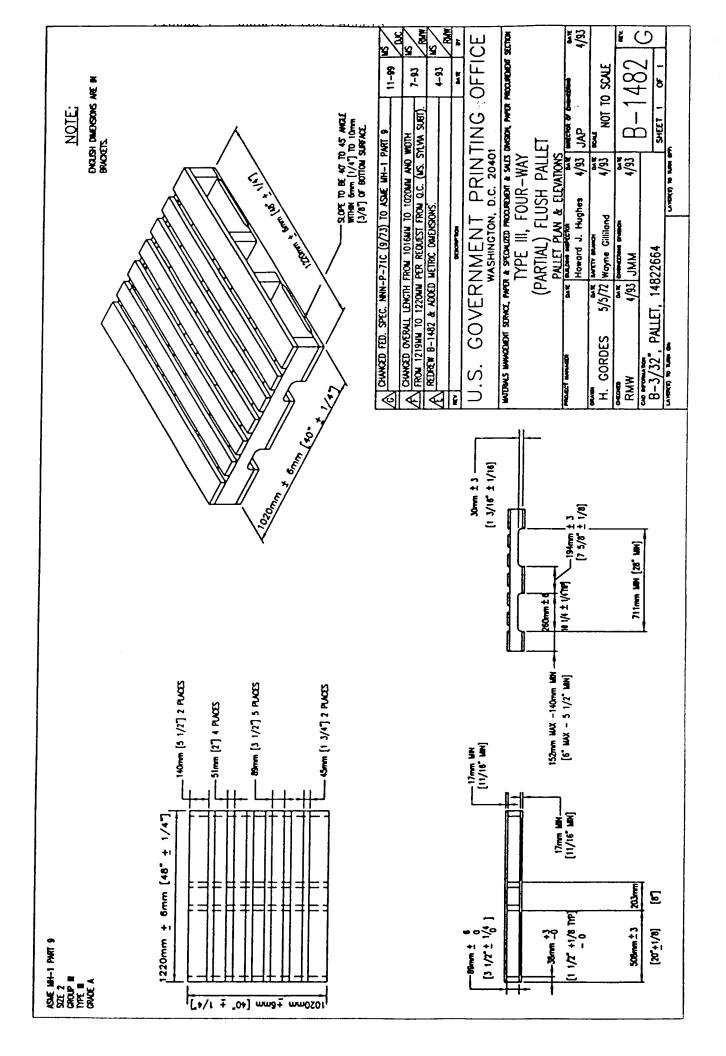
See each lot number for specific details.

FIGURE 6: Corrugated 1-Piece Folder (Lots GP 550 and 551)



NOTE: NOT DRAWN TO SCALE.

See each lot number for specific details.



#### **EXHIBIT A**

# CALCULATION OF POSTCONSUMER FIBER CONTENT OF A CORRUGATED CONTAINER

C-flute has a take-up factor of approximately 1.44, which means that for each one foot of combined corrugated board there is 1.44 feet of fluted medium. This factor is used to calculate the weight of paperboard in a given area of combined corrugated board, from which the basis weight of the board is derived. Each linerboard contributes 35 percent of the basis weight (42/121.4). The medium contributes 30 percent of the total basis weight (37.4/121.4).

# **BOARD BASIS WEIGHT**

<u>L</u>	<u>B/MSF</u>
Linerboard #1: 42 X 1.00 =	42.0
Medium: 26 X 1.44 =	37.4
Linerboard #2: 42 X 1.00 =	42.0
Combined Board Weight	121.4

If the linerboard used has 20 percent postconsumer fiber and the medium has 80 percent postconsumer fiber, the resulting total postconsumer fiber content of the containerboard is as follows:

Linerboard:  $0.35 \times 0.20 = 0.07 \times 2 = 0.14$  (or 14%)

Medium:  $0.30 \times 0.80 = 0.24$  (or 24%)

Total postconsumer fiber: 0.14 + 0.24 = 0.38 (or 38%)

#### **ACCEPTANCE CRITERIA**

#### **GENERAL INFORMATION**

Every lot of containers shall be compared with the standard of quality fixed upon by the GPO, and the GPO may not accept containers which do not conform to the standard in every particular. A lot of delivered containers which does not conform to the standard of quality may be accepted by the GPO at a discount that, in its opinion, is sufficient to protect the interests of the Government.

In order to insure that these statutory requirements are met, the following acceptance criteria shall be employed. Cartons that do not meet all specification values shall be accepted with no discount providing that the minimum acceptable Product Quality Index (PQI) of 70 is met.

The PQI for cartons is determined by assigning demerits to each deficient quality characteristic based on test results. The demerits assigned will vary with the category of deficiency. A minor defect shall be assigned 4 demerits, a major defect 12 demerits, and a critical defect 36 demerits.

### **DEFINITIONS**

**Minor Defect**: Any deficiency from specified values which does not materially reduce the usability of the cartons for their intended purpose; or require special procedures for printing or processing.

**Major Defect**: Any deficiency from specified values, other than critical, that could result in failure, or materially reduce the usability of the cartons for their intended purpose; or may require special procedures for printing or processing or is a significant deviation from specifications, established standards, or average process capability, or may materially affect the appearance of the product.

**Critical Defect**: Any deficiency from specified requirement that judgment and experience indicate would result in the cartons being unusable for their intended purpose; or is a serious departure from specifications, established standards, or average process capability.

The equation for the calculation of the Product Quality Index is as follows:

Product Quality Index is equal to 100 minus the sum of the assessed demerits.

Expressed mathematically, PQI = 100 - 
$$\sum_{i=1}^{i=N} C_i$$

Cartons having a PQI of 70 or better shall be accepted at the contract price as meeting the intent and requirement of the specification. Those having a PQI below 70 shall be considered as critically defective, subject to outright rejection. Criteria for establishing the category of defect and demerits are as follows:

# 1. BURSTING STRENGTH

Deficiency:	<u>Category</u>	<u>Demerits</u>
Less than 5 pct 5 - 10 pct More than 10 pct	Major	12
2. CONSTRUCTION (WHICH INCLUDES DIMENSIONS, ETC.)	STYLE, CORI	RUGATION,
Deficiency:	<u>Category</u>	<u>Demerits</u>
Not as specified	Critical	36
3. PRINTING		
Deficiency:	<u>Category</u>	<u>Demerits</u>
Not as specified	Critical	36
4. THICKNESS		
Deficiency:	Category	<u>Demerits</u>
Not as specified	Critical	36

# **CARTON SPECIFICATION**

<u>GENERAL REQUIREMENTS</u>: All cartons shall comply with the following, <u>unless</u> otherwise noted under individual lot numbers.

STYLE: Shall be a regular slotted container (RSC).

<u>CORRUGATION</u>: Shall be B- or C-flute. B-flute is 47 to 53 flutes per linear foot; C-flute, 39 to 45 flutes per linear foot.

<u>FLAPS</u>: The sealing flaps, both top and bottom, shall have the outer surfaces treated with a colloidal silica compound to prevent carton slippage when stacked on pallets.

BODY JOINTS: At the joint, one edge of the corrugated board shall overlap the adjacent edge not less than 32 mm (1-1/4") and shall be secured either by staples, stitching wire, glue, or adhesive. When metal fasteners are used, they shall be spaced not more than 51 mm (2") apart and the distance between the outer stitches and the end of the joint shall not exceed 24 mm (1"). An additional tie stitch shall be used about 13 mm (1/2") from the outer stitches at each end of the body joint. Glue or adhesive when used, shall form a bond over the entire area of contact of the joint.

<u>DIMENSIONS</u>: All dimensions given are inside measurements and are in the following order, *length, width,* and *depth.* A tolerance of +10 mm, -3 mm shall be allowed from the nominal size, unless otherwise noted under the individual lot numbers.

<u>BURSTING STRENGTH</u>: Average, shall be not less than 1900 kPa (275 lb/in²), unless otherwise noted under the individual lot numbers.

<u>PRINTING</u>: Lots GP- 507, 507a, 507b, 507c, 508, 508a, 508b, 508c, 508e, 511b, 511c, 511d, 519, 519a, 519b, 520, 521, 523, 524, 533, and 536: <u>The inside dimensions of containers shall be printed on one outside lengthwise flap above the normal flap fold</u>.

# SCHEDULE OF REQUIREMENTS FOR CONTAINERS AND MAILING BOARDS FOR THE TERM OF SIX-MONTHS BEGINNING OCTOBER 1, 2000

# GP 507 TO 511d, inclusive

See <u>Figure 1</u>. The sizes stated below are inside dimensions in the following order: *length, width,* and *depth*. The openings are on the side reflected by the first 2 dimensions. The dimensions of the containers shall be printed on the outside lengthwise flap above the normal flap fold.

Additional construction requirement: All four flaps on the top or closing side of containers shall have <u>THREE</u> additional scorings 10 mm (3/8 inch) apart <u>ABOVE</u> the normal flap fold. Flaps shall be slotted to the normal fold and <u>have heavy scorings equal to that of the normal fold</u>. The outer flaps when folded over on the normal fold should ABUT in the center of the box.

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber
GP 507	Corrugated Container 420 X 280 X 175 mm (16-1/2 X 11 X 6-3/4") <b>Minimum order, 1,000</b>	None	\$	
GP 507a	Corrugated Container 420 X 280 X 200 mm (16-1/2 X 11 X 7-7/8") <b>Minimum order, 1,000</b>	None	\$	
GP 507b	Corrugated Container 420 X 280 X 230 mm (16-1/2 X 11 X 9") Minimum order, 1,000	None	\$	
GP 507c	Corrugated Container 420 X 280 X 260 mm (16-1/2 X 11 X 10-1/8") <b>Minimum order, 5,000</b>	10,000	\$	
GP 508	Corrugated Container 445 X 295 X 175 mm (17-1/2 X 11-1/2 X 6-3/4") <b>Minimum order, 4,000</b>	15,000	\$	
GP 508a	Corrugated Container 445 X 295 X 200 mm (17-1/2 X 11-1/2 X 7-7/8") <b>Minimum order, 4,000</b>	4,000	\$	
GP 508b	Corrugated Container 445 X 295 X 230 mm (17-1/2 X 11-1/2 X 9") <b>Minimum order, 3,000</b>	4,000	\$	

# GP 507 to 511d, inclusive (continued)

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber
GP 508c	Corrugated Container 445 X 295 X 260 mm (17-1/2 X 11-1/2 X 10-1/8") <b>Minimum order, 10,000</b>	10,000	\$	
GP 508e	Corrugated Container 445 X 295 X 315 mm (17-1/2 X 11-1/2 X 12-3/8") Minimum order, 500	None	\$	
GP 511b	Corrugated Container 445 X 370 X 230 mm (17-1/2 X 14-1/2 X 9") <b>Minimum order, 500</b>	None	\$	
GP 511c	Corrugated Container 445 X 370 X 260 mm (17-1/2 X 14-1/2 X 10-1/8") <b>Minimum order, 500</b>	None	\$	
GP 511d	Corrugated Container 445 X 370 X 290 mm (17-1/2 X 14-1/2 X 11-1/4") <b>Minimum order, 500</b>	None	\$	

# GP 520 to 524 and 533 to 536, inclusive

**See <u>Figure 2</u>**. The sizes stated below are inside dimensions in the following order: *length, width,* and *depth*. The openings are on the side reflected by the first 2 dimensions. The dimensions of the containers shall be printed on the outside lengthwise flap above the normal flap fold.

Additional construction requirements: All four flaps on the top or closing side of containers shall have <u>FOUR</u> additional scorings 10 mm (3/8 inch) apart <u>ABOVE</u> the normal flap fold. Flaps shall be slotted to the normal fold and <u>have heavy scorings equal to that of the normal fold</u>. The outer flaps when folded over on the normal fold should <u>ABUT</u> in the center of the box.

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber
GP 520	Corrugated Container 280 X 205 X 105 mm (11 X 8 X 4") Minimum order, 1,000	None	\$	
GP 521	Corrugated Container 470 X 320 X 180 mm (18-1/2 X 12-1/2 X 7") Minimum order, 20,000	40,000	\$	
GP 523	Corrugated Container 320 X 235 X 130 mm (12-1/2 X 9-1/4 X 5") <b>Minimum order, 2,000</b>	25,000	\$	
GP 524	Corrugated Container 280 X 210 X 205 mm (11 X 8-1/4 X 8") Minimum order, 1,000	None	\$	
GP 533	Corrugated Container 500 X 320 X 205 mm (19-1/2 X 12-1/2 X 8") <b>Minimum order, 1,500</b>	None	\$	
GP 536	Corrugated Container 320 X 235 X 90 mm (12-1/2 X 9-1/4 X 3-1/2") Minimum order, 2,000	20,000	\$	

# GP 516 to 519b, inclusive

**See <u>Figure 3</u>**. The sizes stated below are inside dimensions in the following order: *length, width,* and *depth*. The openings are on the side reflected by the first 2 dimensions.

Additional construction requirements: There are  $\underline{NO}$  additional scorings on the flaps. See each lot number for special information.

Printing: See special requirements for GP 516 and 517 below. Sample of printing will be provided upon request.

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber	
GP 516	Corrugated Container 335 X 160 X 185 mm (13 X 6-1/8 X 7-1/4")	None	\$		

The printing shall consist of "ACCOUNTABLE PAPER, 20c CARDS, (Banded) 2000", centered in 3 lines on both sides near the top, in 48-point type, black ink. The printing must be positioned so sealing tape will not cover the type.

# Minimum order, 500 GP Corrugated Container 12,000 \$\_\_\_\_\_ 517 265 X 235 X 190 mm (10-3/8 X 9-1/8 X 7-3/8")

Cartons shall have a shy closing flaps 2 mm (1/16"). The slots shall be 10 mm (3/8") wide. The MANUFACTURERS' JOINT SHALL BE AN EXTENSION OF THE 265 MM (10-3/8") PANEL AND GLUED TO THE OUTSIDE.

The printing shall consist of the property number "96130" near the contractor's identification and "24 PAGES" placed on one outside lengthwise flap above the flap fold, in 48-point caps, black ink. The latter must be positioned so sealing tape will not cover the type.

Cartons will be used in automatic cartoning machine.

Minimum order, 3,000

# GP 516 to 519b, inclusive (continued)

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber	
GP 519	Corrugated Container 345 X 335 X 290 mm (13-1/2 X 13 X 11-1/4") <b>Minimum order, 500</b>	None	\$		
GP 519a	Corrugated Container 300 X 235 X 230 mm (11-3/4 X 9-1/4 X 9") <b>Minimum order, 20,000</b>	70,000	\$		
GP 519b	Corrugated Container 320 X 235 X 130 mm (12-1/2 X 9-1/4 X 5") <b>Minimum order, 5,000</b>	None	\$		

# GP 527

See Figure 4. The sizes stated below are inside dimensions in the following order: length, width, and depth.

The carton is a 1-piece slotted container with offset scores, joint in the center of one large panel, flaps meeting in an abutting relationship to each other in the center of the large panel running the 900 mm (35-1/4") direction. The flaps shall fold in place inside without crowding in the following rotation: first, small corner flaps; second, flaps attached to the broken panel; and third, the flaps attached to the unbroken panel. The flaps attached to the unbroken panel shall fold in place flush with the outside surface of the container.

The carton shall have a bursting strength of not less than 1900 kPa (275 lb/in²) and double faced with "B" flute corrugations. The outside facings shall be water resistant and facings made of kraft or jute.

Pad shall be 895 X 560 mm (35-1/8 X 22") and fit the container. The pads shall be double faced "A" or "B" flute corrugated board with corrugating medium 0.3 mm (0.009") thick of kraft, straw, or other material. The total facings and filler shall be 1.5 mm (0.05") and the bursting strength of the pad, not less than 1210 kPa (175 lb/in²).

The printing shall consist of "THIS CASE MUST NOT BE DROPPED" near the top of both 565 X 70 mm (22-1/8 X 2-5/8") panels and "ACCOUNTABLE PAPER, 20c CARDS, (Sheets) 10000" centered in 3 lines on both 900 x 70 mm (35-1/4 x 2-5/8") panels, in 48-point type, black ink. The printing must read correctly when the broken or taped panel is the bottom. Sample of the printing will be provided upon request.

Cartons are used for shipping sheets of postal cards.

Lot Number	Description	Estimated Quantity	per each Container (Cents)	Percentage of Postconsumer Fiber	
GP 527	Corrugated Container with Pads 900 X 565 X 70 mm (35-1/4 X 22-1/8 X 2-5/8")	None	\$		

Two pads must be supplied for each container. The containers shall be tied in unwrapped bundles of 25 each and the pads in bundles of 50 each.

*Prior to production samples*: After award, 2 samples must be submitted for approval of printing, container size, construction, and pads. This requirement may be waived, if the bidder states in their bid that the product they are offering is the same as a product that they have previously supplied and found equal to specifications. Bidder shall cite the purchase order number and date in the bid.

Minimum order, 1,000

# GP 538

Size: A tolerance of  $\pm 3$  mm (1/8") is allowed.

Construction requirements: Shall be double faced, kraft or chipboard with a  $0.3 \, \text{mm} \, (0.009")$  thickness of corrugating medium. The finished board shall have a nominal thickness of  $3 \, \text{mm} \, (1/8")$  and bursting strength not less than 420 kPa (60 lb/in²).

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber
GP 538	Corrugated Mailing Board 900 X 1145 mm (35 X 45") Minimum order, 2,000	4,000	\$	

# **GP 542**

**See <u>Figure 5</u>**. The sizes stated below are inside dimensions in the following order: *length, width,* and *depth*. The openings are on the side reflected by the first 2 dimensions.

The dust (flap) cover of this regular slotted container (RSC) shall be <u>DIE CUT</u> with the slots tapered from 6 to 15 mm (1/4 to 5/8") and shy closing flaps 1.5 mm (1/16"). The body joint shall be secured with <u>GLUE</u> or <u>ADHESIVE</u> only. The flutes of the corrugation shall run the 290- and 130-mm (11-1/4 and 5") direction. The <u>MANUFACTURERS' JOINT SHALL BE AN EXTENSION OF THE LENGTH DIMENSION AND GLUED TO THE OUTSIDE</u>.

The printing shall consist of "LOT 542" and the property number, centered in 2 lines, running parallel to the depth dimension near the contractor's identification, in 48-point caps, black ink. The printing must be positioned so sealing tape will not cover the type. Sample of the printing will be provided upon request.

Cartons will be used in automatic loading cartoning machine.

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber	
GP 542	End Loading, Die Cut RSC with Reverse Corrugation 290 X 130 X 460 mm (11-1/4 X 5 X 18-1/8") <b>Minimum order, 4,000</b>	10,000	\$		

# GP 550 and 551

See <u>Figure 6</u>. The sizes stated below are inside dimensions in the following order: *length, width,* and *depth*. The tolerance allowed on the size is  $\pm 3$  mm (1/8").

The 1-piece folder shall have a bursting strength not less than 1380 kPa (200 lb/in²). All 4 flaps shall have 5 clear and sharp additional perforated scores, 6 mm (1/4") apart, below the normal flap fold. (Description, Section 6(e)1, Rule 41, Closure: 8(d), Rule 41, International Box Code: D1).

See lot number below for specific tuck and flap size.

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber
GP 550	Corrugated 1-Piece Folder 242 X 166 X 67 mm (9-1/2 X 6-1/2 X 2-5/8")	4,000	\$	
The inside tuck	s shall be 76 mm (3") long; the	top flaps, 76 mm (3") lon	ıg.	
	Minimum order, 2,000			
GP 551	Corrugated 1-Piece Folder 273 X 210 X 64 mm (10-3/4 X 8-1/4 X 2-1/2")	None	\$	

The inside tucks shall be 69 mm (2-3/4") long; the top flaps, 101 mm (4") long.

Minimum order, 3,000

# **GP 555**

The size stated below is the inside dimensions in the following order: length, width, and depth.

The container shall have a bursting strength of not less than 7600 kPa (1100 lb/in²), AAA flute, stitched. It is a half slotted container with 127 mm (5") flange that can be folded down above the normal height.

Lot Number	Description	Estimated Quantity	Price per each Container (Cents)	Percentage of Postconsumer Fiber	
GP 555	Triple Wall Container 1195 X 995 X 905 mm (47 X 39 X 35-1/2")	210	\$		

Containers must be shipped on a 4-way entry pallet 102 X 203 cm (40 X 80"); packed 35 containers per bundle with one bundle per pallet.

Minimum order, 105

# THE FOLLOWING CLAUSES APPLY TO ALL CONTRACTS VALUED IN EXCESS OF \$100,000:

#### Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity -

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L.104-06), the Government may --
  - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which --
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either --
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27 (e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### Price or Fee Adjustment for Illegal or Improper Activity -

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price of fee reduction referred to in paragraph (a) of this clause shall be--
  - (1) For cost-plus-fixed fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract;
  - (3) For cost-plus-award-fee contracts--
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point;
  - (4) For fixed-price incentive contracts, the Government may--
    - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;
    - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be total final contract price.
  - (5) For firm-fixed price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime Contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitely priced.
- (d) In addition to the remedy in paragraph (a) and (c) of this clause, the Government may terminate this contract or modification for default. The rights and remedies of the Government specified herein are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR) are referenced in this solicitation. The offeror should note that only provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this Corrugated Containers and Mailing Boards solicitation are applicable.

# UNITED STATES GOVERNMENT PRINTING OFFICE PAPER PROCUREMENT SECTION WASHINGTON, DC 20401 BID AND ACCEPTANCE

Date	DID AND AGGET TARGE		
To: Materials Management Service Paper Procurement Section, MMPP	Bid Mail received in the Government Printing Office after the designate bid opening hour will not be considered except under certain unusual circumstances which may justify the acceptance of bids received after bid opening hour, but in no case unless the postmark cancellation stamp is made by the Postal Service (and not by the bidder) and shows the bid was	Return this form correctly filled out, with firm name and endorsed by individuals signing, otherwise your bid will not be considered.  The Public Printer reserves the right to reject	
United States Government Printing Office Washington, DC 20401	postariservice (and not by the binder) and shows the bid was postmarked in sufficient time to reach this office prior to the date and time specified for opening of bid. Telephone or telegraph bids will not be considered unless specifically permitted by the specifications of this invitation to bid.	any or all bids and to waive defects or informalities.	
Sir/Madam:			
As per your inquiry of Government Printing Office free of	, 20, we submit bids her charge to the Government, unless other	rewith based on delivery F.O.B. U.S. erwise specified.	
Bidders must submit a separate	mill letter with the name and address	s of manufacture for each item.	
	s not, a small business concern and that or produced by a small business con amended.		
Bidder hereby acknowledges amen	dment(s) number(ed)		
Bidder certifies, unless otherwise sta as defined in the Buy American Act	ated, that the product he will deliver will, as amended.	l be of domestic manufacture or origin	
bid, at the price set opposite each it notated by the lot number. This off	, if this bid be accepted, to furnish any o em, in exact accordance with specificat er includes all conditions and stipulation annual Corrugated Containers and Mail	ions unless exceptions are specifically ns of this solicitation and	
for payment within less than 20 cale with any discount offered, time will receipt by GPO of a correct and pro	nt as follows: percentcale endar days will not be considered in eva Il be computed either from the date of oper invoice whichever may be later. P the date indicated on the Government	aluating bids for award. In connection delivery of the material or the date of ayment is deemed to be made for the	
COMPANY SUBMITTING BID	PERSON AUTHORIZED TO	O BID	
Company	Name		
Address	Title		
CityStateZip	Signature(Signature of person au	thorized to sign bid) (Date)	
Telephone Number	Date		
Facsimile Number	E-Mail Address		
THE ABOVE BID APPROVED:	EPTANCE BY THE GOVERN	MENT	
Approval of Chief, Paper Procurement Section.	Approval of Contracting Officer.	Figured, totaled, and checked by(Sign surname only. In ink)	
Date	Date		